

Approved For Release 2001/11/05 : CIA-RDP78B05171A000700030035

WASHINGTON

Ref: Reimbursable Agreement ACDA/WEC-FO/RA-81

October 20, 1969

Gentral Intelligence Agency, Washington, D. C. 20505.

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Attention:

Assistant Director of Finance

Gentlemen:

Recent discussions have been held between members of the Central Intelligence Agency (CIA) and the Field Operations Division, Weapons Evaluation and Control Bureau, of the United States Arms Control and Disarmament Agency (ACDA), concerning a proposed reimbursable agreement which will provide ACDA with aerial surveillance imagery interpretation support. Mr. Arthur C. Lundahl, the CIA Assistant Director for Photographic Interpretation and his Deputy have indicated their verbal approval of the project.

of ACDA FY 1970 funds for this project. It is understood that these funds will be utilized by CIA to reimburse them for costs incurred by a CIA external contractor in providing ACDA the serial surveillance imagery interpretation it needs. This being the case, under the provisions of 31 U.S.C. §§200 and 686, these annual funds will remain a valid obligation for any external contract awarded and obligated as of June 30, 1970. Any portion of these FY 1970 funds unobligated by June 30, 1970 must be returned to ACDA for deobligation under the regulations governing an annual appropriation. If the external contract is subsequently liquidated at a lesser amount, for bookkeeping purposes, the unused balance should be returned to ACDA for deobligation of the prior year obligation.

Agreement, CIA will, through its external contractor, undertake the work as described in the attached "Terms of Reference," which is incorporated herein and made a part of this Agreement. It is further understood and agreed that there shall be close liaison between the CIA and ACDA project officers in negotiating and monitoring the technical portion of the external contract.

-ewarded under this Agreement.

Declass Review by NIMA/DOD

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This Agreement shall be identified as Reimbursable Agreement ACDA/WEC-FO/RA-81.

Funds under this Agreement will be transferred to CIA upon receipt of your Agency voucher.

It you concur with the provisions of this Agreement, please sign a copy of this letter in the space indicated and return it to this office.

Very truly yours,

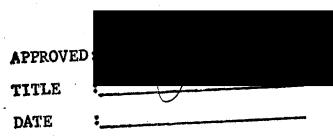
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Contracting Officer

Enclosure:

Terms of Reference

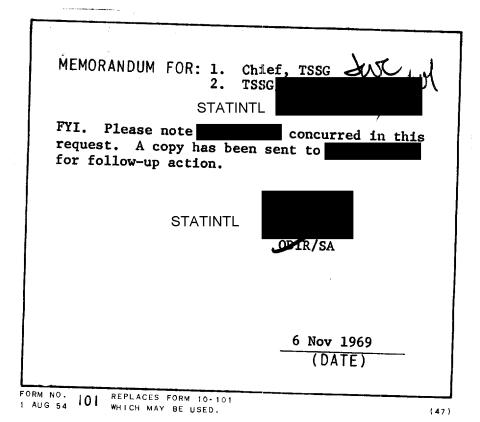
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T 1705 : CIA-RDP78 505171A000700030036-1 Approved For Poleage 20017 NEGOTIATED CONTRACT CONTRACT/TASK ORDER NO. REQUISITION OR OTHER PURCHASE AUTHORITY 25X1A 55-600101-71 ISSUING OFFICE ADDRESS Post Office Box 8274 Southwest Post Office NAME 25X1A Washington, D.C. CONTRACTOR 25X1A ADDRESS 25X1A MAM AMOUNT TEM CONTRACT FOR s 15,000.00 Imagery Experimentation Support APPROPRIATION AND OTHER ADMINISTRATIVE DATA Defense Order Rating DO C-9Miscellaneous Certified under IMS Regulation No. 1 Certification of the assigned DO rating on this Contract shall be as follows: U. S. Government Classified Contract No. 5061-11 (55-600101) 71 R Use of this DO rating is mandatory on all subcontracts and purchase orders This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the This contract is entered into, by and between the United States of America, nereinatter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an Individual, Partnership, Corporation, incorporated in the State of _______, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set the parties hereto agree that the Contractor shall runnish the facilities and deliver all supplies and forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. The Contractor represents (a) that it ____ is, ___ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ___ has, ___ has not, previously 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ___ has, ___ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ___ will, ___ will not be manufactured or produced in the United States or its resents that all supplies to be furnished hereunder ___ will, ___ will not be manufactured or produced in the United States or its resents or possessions by a small business manufacturer or producer; and, further, makes the representations regarding continuer or other fees, set forth on the reverse hereof. IN WITNESS WHEREOF, the parties hereto have executed this contract as of SIGNATURES (Type or print all names under all signatures) THE UNITED STATES OF AMERICA 25X1/A 5/ CO CONTRACTING OFFICER TITLE WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be complete

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law. SHOW 1

Excluded from automatidowngrading and declassification

When Filled In

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FORM 1398 BACK

SECRET

(12)

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.
CERTIFICATE
, certify that am the
, who signed this contract on behalf of the Con—
tractor, was thenof said corporation; that said
contract was duly signed for and in behalf of said corporation by authority of its governing body, and is
within the scope of its corporate powers.
(SIGNATURE) (Corporate Seal)
CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES
The Contractor represents: (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he has, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)
TERMS AND CONDITIONS
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- 1. SELLER'S INVOICES -- Invoices shall be prepared and Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.
- 2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well tractor and Contracting Officer. as general information as to the requirements of the act concerning overtime payment, child labor, safety and health ington 25, D. C.
- 3. DISCOUNTS: In connection with any discount offered, submitted in triplicate unless otherwise specified. Invoices time will be computed from date of delivery of the supplies to shall contain the following information: Contract number, carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.
 - 4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.
 - 5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.
 - 6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.
 - 7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Con-
- 8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and allinstrucprovisions, etc. may be obtained from Wage and Hour tions pertaining to the supplies or services. Failure to do so and Public Contracts Division, Department of Labor, Wash- will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

SECRET

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(SCHEDULE)

PAGE 1 OF 3 PAGES

25X1A

SCOPE OF WORK:

The Contractor shall furnish qualified personnel, facilities and services to assist in specific aspects of studies designed to determine through photo-interpreter and/or mensuration performance future reconnaissance system needs and capabilities. Technical support and assistance shall be provided in the areas of data reduction and liaison, interpreter testing and instruction, and photo-laboratory, performance studies and miscellaneous support as outlined in the Contractor's Proposal No. 8384 entitled "Imagery Experimentation Support", dated 8 June 1970, which is incorporated herein by reference and made a part hereof.

PERFORMANCE OF SERVICES:

- (a) The extent and character of the work to be done by the Contractor shall be subject to the supervision, direction, control and approval of the Contracting Officer or his authorized Technical Representative.
- (b) The Contractor agrees to furnish sufficient personnel of the labor categories specified in the clause entitled "COMPENSATION/FUNDING" of this Contract to assure successful prosecution of the work.
- (c) All operations under this program will be done in an efficient and professional manner and by qualified personnel of the Contractor's organization who are thoroughly familiar with the type of work contemplated.
- (d) Services required by the Contracting Officer and performed by the Contractor's personnel of the labor categories specified in the clause entitled "COMPENSATION/FUNDING" of this Contract will be considered direct labor.

PERIOD OF PERFORMANCE:

The Contractor shall furnish services as required under this Contract during the period 1 July 1970 through 30 June 1971.

COMPENSATION/FUNDING:

There is hereby obligated for the aforesaid services an amount of FIFTEEN THOUSAND DOLLARS and NO CENTS (\$15,000.00) covering services to be performed during the period 1 July 1970 through 30 June 1971. The obligated amount is an estimated amount, it being understood that complete reimbursement for the aforesaid services by the Contractor shall be reimbursed in accordance with the following rates:

(a) Category:

- 00 Principal Scientist/Engineer I
- 01 Principal Scientist/Engineer II
- 02 Senior Scientist/Engineer
- 03 Scientist/Engineer



25X1A

NAME OF CONTRACTOR

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NOTICE

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Approved For Release 2001/11/05 : CIA-RDP78B05171A009200030036-1

PAGE 2 of 3 (SCHEDULE)

COMPENSATION/FUNDING: (Continued)

25X1A

Category:

- 04 Associate Scientist/Engineer
- 13 Engineering Clerk
- 15 E & D Machinist
- 20 Technical Specialist I
- 21 Technical Specialist II
- 22 Technical Specialist III



(b) Materials:

Any materials furnished by the Contractor at the request of the Technical Representative of the Contracting Officer shall be at net cost to the Contractor.

(c) Records:

The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period of performance hereunder and for three (3) years thereafter any of the Time Records for inspection or audit by the Contracting Officer or his duly authorized representative.

(d) Payments:

The Contractor shall be reimbursed hereunder in accordance with Article 5, Section F, Time and Material Provisions attached hereto and made a part of this Contract.

NEGOTIATED RATES:

It is understood and agreed that while the Contract covers the period 1 July 1970 through 30 June 1971, the hourly rates set forth in the clause entitled "COMPENSATION/FUNDING" are for the period 1 July 1970 through 31 December 1970. At the end of that period, mutually acceptable rates will be negotiated to cover the period 1 January 1971 to 30 June 1971.

TRAVEL:

Travel expenses shall be reimbursed as follows:

- (a) Necessary travel expenses actually incurred by employees of the Contractor in performance of the work under this Contract. The use of less than first class air transportation is required when available.
- (b) Travel by automobile for required travel of employees of the Contractor shall be reimbursed at a rate not to exceed TEN CENTS (\$.10) per mile and such reimbursement shall be considered in lieu of the actual costs of such travel.

NAME OF CONTRACTOR

25X1A

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Approved For Release 2001/11/05 : CIVIRD 78B05171A000700030036-1

(SCHEDULE)

PAGE 3 PAGES

25X1A

TRAVEL: (Continued)

(c) Subsistence expenses actually incurred by employees of the Contractor while in a travel status under this Contract shall be reimbursed at a rate not to exceed EIGHTEEN DOLLARS and NO CENTS (\$18.00) per day.

REPORTS:

- (a) Three (3) copies each monthly progress reports in accordance with Specification DB-1001 attached hereto.
- (b) Reports shall be furnished to other project contractors as directed by the Technical Representative of the Contracting Officer. One (1) copy each of monthly progress reports shall be furnished to the Contracting Officer. Remaining copies to the Technical Representative of the Contracting Officer.

SECURITY:

Work and reports hereunder are classified TOP SECRET. Accordingly, only those employees of the Contractor who hold all the necessary security approvals from the Sponsor and who have a need-to-know may be assigned to this work. The association of the Sponsor with the work to be performed hereunder is classified SECRET. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of SECRET.

NAME OF CONTRACTOR

25X1A

NOTICE

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SPEEDISET® MOORE BUSINESS FORMS, INC. 1

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